

ENTERED

May 22, 2025

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**

WELLS FARGO BANK, NATIONAL §
ASSOCIATION, *as Trustee for ABCF 2006-
opt2 Trust, Asset Backed Funding
Corporation Asset Back Certificates, Series
2006-opt2,* §
“Plaintiff,” §
§

v. §

LAURA LEDESMA CORTEZ, et al. §
“Defendants.” §

Civil Action No. 1:24-cv-00121

ORDER

Before the Court is the Magistrate Judge’s “Report and Recommendation to Grant Default Judgment and Award Fees” (Dkt. No. 47) (“R&R”). The R&R recommends that the Court **GRANT** Plaintiff’s Motions (Dkt. No. 37 & 46) seeking default judgment and attorney’s fees and costs.

Objections to the R&R were due May 15, 2025. No objections were filed. If there have been no objections to the Magistrate’s ruling, the appropriate standard of review is “clearly erroneous, abuse of discretion and contrary to law.” *United States v. Wilson*, 864 F.2d 1219, 1221 (5th Cir. 1989).

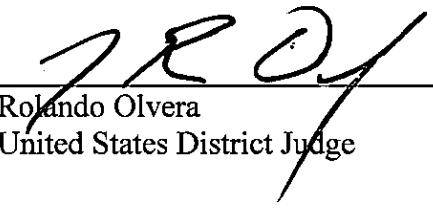
Finding no clear error, abuse of discretion, or finding contrary to law, the R&R (Dkt. No. 47) is **ADOPTED**. Plaintiff’s Motions (Dkt. No. 37 & 46) are **GRANTED**. The Court finds the following:

- (1) Wells Fargo is the mortgagee of the Security Instrument;
- (2) The Deed of Trust is a valid and subsisting home equity lien against the Property;
- (3) Ruben Cortez, Sr., deceased, is in default on the loan;
- (4) Laura Ledesma Cortez, co-borrower, is in default on the loan;
- (5) Wells Fargo is entitled to enforce its *in rem* interest against the Property through non-judicial foreclosure of the Property;

- (6) Wells Fargo is entitled to the outstanding balance of the Note, pre-judgment interest, and post-judgment interest from the date of judgment until paid, all of which is secured by the Security Instrument on the Property;
- (7) Wells Fargo is entitled to attorneys' fees and court costs as allowed under the Note, Security Instrument, and Texas Civil Practices and Remedies Code;
- (8) All conditions precedent to foreclose on the Property occurred; and
- (9) Wells Fargo may further communicate with Defendants, and all third parties reasonably necessary to conduct the foreclosure sale.

The Clerk of the Court is **ORDERED** to enter the final default judgment for Plaintiff and against remaining Defendants and close this case.

Signed on this 22nd day of May, 2025.


Roldando Olvera
United States District Judge